

**IFPTE LOCAL 21 AEA, CAMP & AMSP
CITY OF SAN JOSE
SUCCESSOR MOA NEGOTIATIONS
JUNE 5, 2015**

UNION COUNTER PROPOSAL¹

AEA, CAMP & AMSP Proposals

- 1) Term 05/06/2015 Proposal
- 2) Wages and Special Pay 05/06/2015 Proposal
- 3) "Me Too" Clause 06/05/2015 Proposal

AEA Proposals

- 1) Eligibility for use of Sick Leave AEA Agrees To City Proposal
- 2) Housekeeping Disability (Unit 43) AEA Agrees To City Proposal
- 3) Housekeeping Disability (Units 41/42) AEA Agrees To City Proposal
- 4) Working In A Higher Classification New Proposal 06/05/2015
- 5) Premium Pay Units (41/42) New Proposal 06/05/2015
- 6) Professional Development Program Counter Proposal 06/05/2015
- 7) Professional Memberships (Unit 43) AEA Proposal
- 8) Personal Protective Equipment New Proposal 06/05/2015
- 9) Contracting In AEA Agrees To City Counter Proposal
- 10) Classification Review Side Letter AEA Agrees To Side Letter
- 11) Retiree Healthcare Article 12 AEA Agrees To Incorporate in MOU
- 12) Employee Commute Benefit Program AEA Agrees to Continue Program

CAMP Proposals

- 1) Dues Deduction CAMP Agrees To City Proposal
- 2) Sick Leave /Disability CAMP Agrees To City Proposal
- 3) Sick Leave Eligibility CAMP Agrees To City Proposal
- 4) Sick Leave Medical Verification – Status Quo
- 5) Leaves of Absence – Status Quo
- 6) Working In A Higher Classification New Proposal 06/05/2015
- 7) Notary Services Special Pay CAMP Proposal
- 8) Professional Development Program Counter Proposal 06/05/2015
- 9) Personal Protective Equipment New Proposal 06/05/2015
- 10) Classification Review Side Letter CAMP Agrees To Side Letter

¹ IFPTE LOCAL 21 AEA, CAMP & AMSP reserves the right to propose, alter, modify, or withdraw a proposal at any time prior to a final agreement.

**IFPTE LOCAL 21 AEA, CAMP & AMSP
CITY OF SAN JOSE
SUCCESSOR MOA NEGOTIATIONS
JUNE 5, 2015**

CAMP Proposals Continued

- 11) Employee Commute Benefit Program CAMP Agrees to Continue Program
- 12) Retiree Healthcare Article 12 CAMP Agrees To Incorporate in MOU
- 13) CAMP Withdraws its Grievance Proposal in consideration of items 4 and 5

AMSP Proposals

- 1) Dues Deduction AMSP Agrees To City Proposal
- 2) Sick Leave PT/Disability AMSP Agrees To City Proposal
- 3) Sick Leave Eligibility AMSP Agrees To City Proposal
- 4) Sick Leave Medical Verification - Status Quo
- 5) Leaves of Absence – Status Quo
- 6) Working In A Higher Classification New Proposal 06/05/2015
- 7) Professional Development Program Counter Proposal 06/05/2015
- 8) Personal Protective Equipment New Proposal 06/05/2015
- 9) Classification Review Side Letter AMSP Agrees To Side Letter
- 10) Employee Commute Benefit Program AMSP Agrees to Continue Program
- 11) Retiree Healthcare Article 12 AMSP Agrees To Incorporate in MOU
- 12) AMSP Withdraws its Grievance Proposal in consideration of items 4 and 5

City Proposed Side Letters Needing Further Discussion

- 1) City Medical Benefits Side Letter
- 2) Retirement (Pension and Retiree Healthcare) Reopener

Side Letters To Incorporate Into Agreement

- 1) Moving Senior Park Ranger, Amusement Park Supervisor and Food & Beverage Supervisor classifications from CAMP to AMSP **by August 31, 2015.**
- 2) Labor/Management Committee To Discuss: AEA and CAMP Certifications

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NEW PROPOSAL: “ME TOO” CLAUSE

The parties agree that percentage increases in base salary or pensionable compensation, or bargaining unit-wide bonus or cash compensation received by other non-sworn City employees greater than those provided under this Agreement shall apply to employees in this bargaining unit.

CITY PROPOSAL – ELIGIBILITY FOR USE OF SICK LEAVE

City's Proposed Language:

IFPTE LOCAL 21 AEA ACCEPTS THE PROPOSED LANGUAGE

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6/5/15

ARTICLE 8.3 SICK LEAVE

- 8.3.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness or injury of a child for which the employee is legally responsible, mother, father, spouse or domestic partner registered with the Department of Human Resources. Up to a total of forty-eight hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother or stepchild.

2015 IFPTE Local 21 – AEA NEGOTIATIONS

Counter Proposal #1

ARTICLE 10.3 WORKING IN A HIGHER CLASSIFICATION

- 10.3.1 Upon specific written assignment by the Department Director, or *his/her designated representative, with prior written approval*, a full-time employee may be required to perform the duties of a full-time position in a higher classification. Such assignments shall be made to existing authorized positions that are not actively occupied due to the temporary absence of the regularly appointed employee.
- 10.3.2 As an alternative to making appointments to vacant positions, a Department may, upon the approval of the Office of the City Manager, assign an employee to work in a higher classification for a period of time not to exceed twelve (12) months. At the expiration of the period of assignment (not to exceed twelve months), the assigned employee shall return to his/her regular assignment. The Department may then request authorization to fill the position on a regular basis or return it to vacant status.
- 10.3.3 Employees specifically assigned in writing to duties of a higher classification as specified above shall be compensated at the rate in the salary range of the higher class, which is at least five percent (5%) higher than the rate received by the employee in the employee's present class. Notwithstanding any other provision of this section, in no event shall an employee receive any amount in excess of the top of the salary range of the higher classification. The employee shall not receive the rate of compensation, however, unless the assignment is for a minimum of 14 days. ~~one (1) month~~.

2015 IFPTE Local 21 – AEA NEGOTIATIONS (Units 41/42)

~~10.5.4 When a particular licenses is a requirement for a position or assist in performing job of duties, the employee shall receive an additional professional achievement incentive in the total amount of 1.0% (0.5% per license or certification) (paid biweekly) in addition to their base salary.~~

~~10.5.5 Eligible Licenses/Registrations:~~

- ~~○ Title 24/Energy~~
- ~~○ ICC/Plan Checking Certification~~
- ~~○ ICC/Inspector~~
- ~~○ Certified Fire Inspector~~
- ~~○ Certified Fire Plan Examiner~~
- ~~○ Certified Fire Code Official~~
- ~~○ ICC/Building Code Official~~
- ~~○ LEED~~
- ~~○ CASP (State requirements)~~
- ~~○ QSD-SWPPP~~
- ~~○ QSP~~
- ~~○ Structural Engineer~~
- ~~○ Geotechnical Engineer~~
- ~~○ Transportation Engineer~~

~~10.5.4 Payment of such incentive is not intended to impair or alter the City's ability to transfer or reassign an employee.~~

~~10.5.5 Incentives are payable effective the first pay period following the employee's submission to the department of written proof of license from the appropriate Board of Registration.~~

2015 IFPTE Local 21 – AEA NEGOTIATIONS (Units 41/42 and Unit 43)

Counter Proposal #1

ARTICLE 11 BENEFITS

11.6 Professional Development Program. The provisions of City Administrative Policy Manuel 4.3.5 notwithstanding, the parties agree the City will reimburse each employee 100% of eligible expenses incurred, up to \$1,000 per fiscal year, pursuant to the terms and conditions of the Professional Development Program for employees represented by AEA, IFPTE, Local 21 as described in the City Policy Manual's Professional Development Program.

11.6.1 A total of ~~\$300~~ \$500 (of the \$1,000 annual maximum) may be reimbursed for professional materials pursuant to the terms and conditions of the Professional Development Program for employees represented by AEA, IFPTE, Local 21 as described in the City Policy Manual's Professional Development Program, provided that the *materials relate to and are beneficial for the work of the employee's current City position or occupation or are required of the employee's current City position or occupation. Electronic devices and software licensing may be approved if such devices or software are beneficial for the employee's current position or occupation with the City.*

2015 IFPTE Local 21 – AEA NEGOTIATIONS (Units 41/42 and 43)

Initial Proposal

11.8 PROFESSIONAL MEMBERSHIPS

11.8 Professional Memberships Each employee is eligible for the City paying or reimbursing reimbursement for membership fees or dues paid for the maintenance of a license required to perform employee's job and for dues paid for membership in one additional job related professional association (this includes the state and/or local chapters of the organization when membership for the national association requires membership in an affiliating state/local chapter).

2015 IFPTE Local 21 – AEA NEGOTIATIONS (Units 41/42 and Unit 43)

Counter Proposal #1

ARTICLE 14 PERSONAL PROTECTIVE EQUIPMENT

14.2 The City agrees to reimburse eligible employees provide a voucher for the purchase of protective footwear for up to \$200 for full-time employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the full-time employee. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. An individual may select an approved style that is more expensive than the City maximum by paying the difference.

14.4 Protective Prescription Safety Glasses. The City agrees to reimburse eligible employees who require the use of prescription lenses and are in positions that require the use of protective safety glasses for the purchase of protective prescription safety glasses for up to \$150200.00 for full-time employees when it is determined by the Director of Human Resources, or designee, that protective prescription safety glasses are required. The City will replace protective prescription safety glasses as needed, but no more than once per calendar year. An individual may select an approved style that is more expensive than the City maximum by paying the difference.

CITY COUNTER PROPOSAL – CONTRACTING IN

City Proposal:

IFPTE LOCAL 21 AEA ACCEPTS THE PROPOSED LANGUAGE

ARTICLE 20 CONTRACTING IN

- 20.1 The City agrees to meet and confer with the Union prior to contracting out work currently performed by bargaining unit members whenever such contracting out would result in material reduction of work done by bargaining unit members or would have significant adverse impact on bargaining unit work. It is agreed that position reductions, which result in lay-off of employees in the bargaining unit constitute significant impact on bargaining unit work.
- 20.2 The City and the Union commit to delivering the CIP and related projects with the highest quality, on time and on budget. The City commits to engage with the Union to identify and discuss opportunities to in-source ("contract-in") the performance of various services either currently, or planned to be, performed contractually by non-City employees, and through other available means, outside of the meet and confer process.
- ~~20.3 The City has established a Contracting-In Pilot Project Steering Committee for review and evaluation of the effectiveness of the Contracting-In Pilot Project. The Committee shall meet monthly to review the implementation status of the pilot project, remove barriers to implementation, discuss and work for resolution of issues that may arise. The Union will sit on this committee as a full participant.~~

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SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE ASSOCIATION OF ARCHITECTS AND ENGINEERS, IFPTE LOCAL 21
(AEA UNITS 41/42 AND UNIT 43)

Classification Review

The City agrees that during the term of this agreement it will review the following classifications subject to the Human Resources Department determining that the following classifications meet the criteria for a salary or compensation review: Architect/Landscape Architect, Associate Architect/Landscape Architect, and Senior Architect/Landscape Architect and that its review may include, but not be limited to, classification structure and/or compensation. The City agrees that the Associate Architect/Landscape Architect and Associate Structure/Landscape Designer will be treated collectively as one classification for purposes of the classification review pursuant to this Side Letter.

Following this review, the City agrees to meet with AEA to discuss the results of this review. This meeting shall not be considered meeting and conferring and the agreement to hold this meeting shall not be construed as an agreement to change anything related to classification structure and applicable benefits for classifications represented by AEA.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, any agreement reached between the City and the Union.

FOR THE CITY:

FOR THE EMPLOYEE ORGANIZATION:

Jennifer Schembri Date
Interim Director of Employee Relations

John Mukhar Date
President, AEA, IFPTE Local 21

Lamoin Werlein-Jaen Date
Business Representative
IFPTE Local 21

CITY PROPOSAL – RETIREE HEALTHCARE

Proposed Language:

ARTICLE 12 RETIREE HEALTHCARE FUNDING AND BENEFITS

- 12.1 The City and the Employee Organization have agreed to transition from the current partial pre-funding of retiree medical and dental healthcare benefits (referred to as the "policy method") to pre-funding of the full Annual Required Contribution (ARC) for the retiree healthcare plan ("Plan"). The transition began on June 28, 2009. The Plan's initial unfunded retiree healthcare liability shall be fully amortized over a thirty year period so that it shall be paid by June 30, 2039 (closed amortization). Amortization of changes in the unfunded retiree healthcare liability other than the initial retiree healthcare liability (e.g. gains, losses, changes in actuarial assumptions, etc.) shall be determined by the Plan's actuary. The City and Plan members (active employees) shall contribute to funding the ARC in the ratio currently provided under Section 3.28.385 of the San Jose Municipal Code. Specifically, contributions for retiree medical benefits shall be made by the City and members in the ratio of one-to-one. Contributions for retiree dental benefits shall be made by the City and members in the ratio of eight-to-three. When determining the contribution rates for the Plan, the Plan actuary shall continue to use the Entry Age Normal (EAN) actuarial cost method and a discount rate consistent with the pre-funding policy for the Plan as outlined in this Article.
- 12.2 The City and the Employee Organization further agree that the Municipal Code, and/or applicable plan documents shall be amended to the extent necessary in accordance with this agreement and that the Employee Organization will support such amendments.
- 12.3 It is understood that in reaching this agreement, the parties have been informed by cost estimates prepared by the Federated City Employees' Retirement System Board's actuary and that the actual contribution rates to reach full pre-funding of retiree healthcare will differ. The phase-in to the ARC shall be effective on the first pay period of the City's fiscal year in each succeeding year, the first increment which was on June 28, 2009. It is understood that because of changes resulting from future actuarial valuations, the amount of the ARC may vary upward or downward. The City and Employee Organization agree that the Plan member cash contribution rate shall not have an incremental increase of more than .75% of pensionable pay in each fiscal year and the City cash contribution rate shall not have an incremental increase of more than .75% of pensionable pay in each fiscal year. For example, if the members' contribution rate is 4% of pensionable pay, the subsequent fiscal year's contribution rate for retiree healthcare cannot exceed 4.75% of pensionable pay. retiree healthcare contribution rates as of June 20, 2015 will remain in effect until December 19, 2015. Notwithstanding the limitations on the

**CITY OF SAN JOSE – AEA (Unit 41/42 and Unit 43), IFPTE LOCAL 21
TENTATIVE AGREEMENT**

incremental increases. ~~The~~ The City and plan members shall be contributing the contribution rate based upon the full Annual Required Contribution, beginning on ~~June 21, 2015~~ December 20, 2015. In subsequent fiscal years, the City and the plan members shall be contributing the full Annual Required Contribution in the ratio currently provided under Section 3.28.385 of the San Jose Municipal Code.

This agreement is considered tentative and shall not be considered final or binding until ratified by the membership and approved by the City Council. This document sets forth the full agreements of the parties reached during these negotiations. Anything not included in this document is not part of the Tentative Agreement. The provisions set forth above shall be incorporated in any successor Memorandum of Agreement.

FOR THE CITY:

Jennifer Schembri 5/1/15
Jennifer Schembri Date
Interim Director of Employee Relations

Cheryl Parkman 5/1/15
Cheryl Parkman Date
Executive Analyst
Office of Employee Relations

FOR THE UNION:

John Mukhar 4/29/2015
John Mukhar Date
President
AEA, IFPTE Local 21

Lamoin Werlein-Jaen 4/29/15
Lamoin Werlein-Jaen Date
Senior Staff
IFPTE, Local 101

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Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

AND

THE ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE, LOCAL 21
(AEA UNITS 41/42 and UNIT 43)

EMPLOYEE COMMUTE BENEFIT PILOT PROGRAM

The City and the Association of Engineers and Architects (AEA Units 41/42 and Unit 43), IFPTE, Local 21 ("Union") agree to an Employee Commute Benefit Pilot Program ("Pilot Program").

The Pilot Program shall be as follows:


- Full-time, and part-time employees who worked an average of twenty (20) or more hours per week within the previous calendar month, shall be eligible to participate in the Pilot Program. Seasonal workers and Airport employees are not eligible to participate in the Pilot Program; the Airport provides its own separate employee commute program.
- Participation in the Santa Clara Valley Transit Authority ("VTA") Eco Pass Program will be available to eligible employees, subject to the terms of the Pilot Program, effective October 1, 2014, through December 31, 2015. The distribution of the Eco Pass cards shall start at the beginning of October, 2014.
- Pursuant to the Pilot Program, eligible employees shall be allowed to use pre-tax dollars ("Pre-Tax Payroll Deduction Program") to pay for transit service beyond those provided by VTA. The administrative fees of the Pre-Tax Payroll Deduction Program will be paid for by the City during the term of the Pilot Program.
 - The Pre-Tax Payroll Deduction Program shall enable employees to use pre-tax dollars to pay for non-VTA transit services, which may include, but are not limited to, Caltrain, the Hwy 17 Express Bus, and BART.
 - The Pre-Tax Payroll Deduction Program shall be effective January 1, 2015, through December 31, 2015, pending City Council approval of the contract for a Flexible Spending Account.
- This agreement satisfies the *Sustainable Transportation Incentive Side Letter Agreement* reached between the City and Union dated September 25, 2013.
- It is understood by all parties that the Pilot Program has a term of October 1, 2014, through December 31, 2015.

Side Letter – Employee Commute Benefit Pilot Program
September 24, 2014
Page 2 of 2

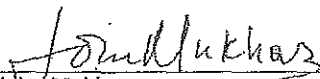
This Side Letter shall become effective when signed by all parties below, and the Pilot Program shall become effective on October 1, 2014, and expire on December 31, 2015. Prior to October 1, 2015, the City and AEA will discuss and evaluate the Commuter Benefit Program (for example the utilization of the program). Through that discussion, the City and AEA will discuss the Commuter Benefit Program for 2016.

FOR THE CITY:


FOR THE UNION:

 9-30-14

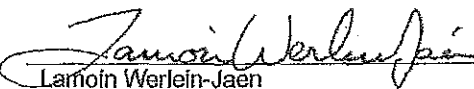
Alex Gurza Date
Deputy City Manager

 9/25/2014

John Mukhar Date
President
AEA, IFPTE, Local 21

 9/30/14

Jennifer Schembri Date
Deputy Director of Employee Relations

 9/28/14

Lamoine Werlein-Jaen Date
Business Representative
IFPTE, Local 21

2015 IFPTE Local 21 – CAMP NEGOTIATIONS

IFPTE LOCAL 21 CAMP ACCEPTS CITY'S PROPOSED LANGUAGE

ARTICLE 8.3 SICK LEAVE

8.3.1 Each part-time and full-time employee shall be entitled to sick leave with pay in accordance with the following provisions:

8.3.1.1 Sick leave shall accrue in an amount equal to the number of hours worked multiplied by a factor of 0.04616. Paid leave for holidays, vacation, ~~disability~~ or other paid leave shall be considered as time worked for purposes of this section.

CITY PROPOSAL – ELIGIBILITY FOR USE OF SICK LEAVE

City's Proposed Language:

IFPTE LOCAL 21 CAMP ACCEPTS THE PROPOSED LANGUAGE

ARTICLE 8.3 SICK LEAVE

- 8.3.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness or injury of a child for which the employee is legally responsible, mother, father, spouse or domestic partner registered with the Department of Human Resources. Up to a total of forty-eight hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother or stepchild.

2015 IFPTE Local 21 – CAMP NEGOTIATIONS

Counter Proposal #1

ARTICLE 10.3 WORKING IN A HIGHER CLASSIFICATION

- 10.3.1 Upon specific written assignment by the Department Director, or his/her designated representative, with prior written approval, a full-time employee may be required to perform the duties of a full-time position in a higher classification. Such assignments shall be made to existing authorized positions that are not actively occupied due to the temporary absence of the regularly appointed employee.
- 10.3.2 As an alternative to making appointments to vacant positions, a Department may, upon the approval of the Office of the City Manager, assign an employee to work in a higher classification for a period of time not to exceed twelve (12) months. At the expiration of the period of assignment (not to exceed twelve months), the assigned employee shall return to his/her regular assignment. The Department may then request authorization to fill the position on a regular basis or return it to vacant status.
- 10.3.3 Employees specifically assigned in writing to duties of a higher classification as specified above shall be compensated at the rate in the salary range of the higher class, which is at least five percent (5%) higher than the rate received by the employee in the employee's present class. Notwithstanding any other provision of this section, in no event shall an employee receive any amount in excess of the top of the salary range of the higher classification. The employee shall not receive the rate of compensation, however, unless the assignment is for a minimum of 14 days. ~~one (1) month~~.

2015 IFPTE Local 21 – CAMP NEGOTIATIONS

Initial Proposal

ARTICLE 10.5 NOTARY SERVICES

10.5 Employees commissioned by the Secretary of State for the State of California to perform notary services and who are directed to perform notary services on behalf of the City of San Jose, shall be compensated at the rate of twenty-five dollars (\$25) for each bi-weekly pay period in which the employee performs notary services.

2015 IFPTE Local 21 – CAMP NEGOTIATIONS

Counter Proposal #1

ARTICLE 11 BENEFITS

11.7 Professional Development Program. The provisions of City Administrative Policy Manuel 4.3.5 notwithstanding, the parties agree the City will reimburse each employee 100% of eligible expenses incurred, up to \$1,000 per fiscal year, pursuant to the terms and conditions of the Professional Development Program for employees represented by CAMP IFPTE, Local 21.~~as described in the City Policy Manual's Professional Development Program.~~

11.7.1 A total of ~~\$300~~ \$500 (of the \$1,000 annual maximum) may be reimbursed for professional materials pursuant to the terms and conditions of the Professional Development Program for employees represented by CAMP, IFPTE, Local 21 as described in the City Policy Manual's Professional Development Program, provided that the materials relate to and are beneficial for the work of the employee's current City position or occupation or are required of the employee's current City position or occupation. Electronic devices and software licensing may be approved if such devices or software are beneficial for the employee's current position or occupation with the City.

2015 IFPTE Local 21 – CAMP NEGOTIATIONS

Counter Proposal #1

ARTICLE 14 PERSONAL PROTECTIVE EQUIPMENT

- 14.1 The City agrees to make available all required personal protective equipment when needed during the normal course of work (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations and upon approval of the Department Director or designee.
- 14.3 The City agrees to reimburse eligible employees provide a voucher for the purchase of protective footwear for up to \$200 for full-time employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the full time employee. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. An individual may select an approved style that is more expensive than the City maximum by paying the difference.
- 14.4 Protective Prescription Safety Glasses. The City agrees to reimburse eligible employees who require the use of prescription lenses and are in positions that require the use of protective safety glasses for the purchase of protective prescription safety glasses for UP' to \$150200.00 for full-time employees when it is determined by the Director of Human Resources, or designee, that protective prescription safety glasses are required. The City will replace protective prescription safety glasses as needed, but no more than once per calendar year. An individual may select an approved style that is more expensive than the City maximum by paying the difference.

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CITY PROPOSAL – ELIGIBILITY FOR USE OF SICK LEAVE

City's Proposed Language:

IFPTE LOCAL 21 AMSP ACCEPTS THE PROPOSED LANGUAGE

ARTICLE 8.3 SICK LEAVE

- 8.3.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness or injury of a child for which the employee is legally responsible, mother, father, spouse or domestic partner registered with the Department of Human Resources. Up to a total of forty-eight hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother or stepchild.

2015 IFPTE Local 21 – AMSP NEGOTIATIONS

Counter Proposal #1

ARTICLE 10.6 WORKING IN A HIGHER CLASSIFICATION

- 10.6.1 Upon specific written assignment by the Department Director, or *his/her designated representative, with prior written approval*, a full-time employee may be required to perform the duties of a full-time position in a higher classification. Such assignments shall be made to existing authorized positions that are not actively occupied due to the temporary absence of the regularly appointed employee.
- 10.6.2 As an alternative to making appointments to vacant positions, a Department may, upon the approval of the Office of the City Manager, assign an employee to work in a higher classification for a period of time not to exceed twelve (12) months. At the expiration of the period of assignment (not to exceed twelve months), the assigned employee shall return to his/her regular assignment. The Department may then request authorization to fill the position on a *regular basis or return it to vacant status*.
- 10.6.3 Employees specifically assigned in writing to duties of a higher classification as specified above shall be compensated at the rate in the salary range of the higher class, which is at least five percent (5%) higher than the rate received by the employee in the employee's present class. Notwithstanding any other provision of this section, in no event shall an employee receive any amount in excess of the top of the salary range of the higher classification. The employee shall not receive the rate of compensation, however, unless the assignment is for a minimum of 14 days. ~~one (1) month~~.

2015 IFPTE Local 21 – AMSP NEGOTIATIONS

Counter Proposal #1

ARTICLE 11 BENEFITS

11.7 Professional Development Program. The provisions of City Administrative Policy Manuel 4.3.5 notwithstanding, the parties agree the City will reimburse each employee 100% of eligible expenses incurred, up to \$1,000 per fiscal year, pursuant to the terms and conditions of the Professional Development Program for employees represented by AMSP IFPTE, Local 21. ~~as described in the City Policy Manual's Professional Development Program.~~

11.7.1 A total of ~~\$300~~ \$500 (of the \$1,000 annual maximum) may be reimbursed for professional materials pursuant to the terms and conditions of the Professional Development Program for employees represented by AMSP, IFPTE, Local 21 as described in the City Policy Manual's Professional Development Program, provided that the materials relate to and are beneficial for the work of the employee's current City position or occupation or are required of the employee's current City position or occupation. Electronic devices and software licensing may be approved if such devices or software are beneficial for the employee's current position or occupation with the City.

2015 IFPTE Local 21 – AMSP NEGOTIATIONS

Counter Proposal #1

ARTICLE 14 PERSONAL PROTECTIVE EQUIPMENT

- 14.1 The City agrees to make available all required personal protective equipment when needed during the normal course of work (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations and upon approval of the Department Director or designee.
- 14.21 The City agrees to reimburse eligible employees provide a voucher for the purchase of protective footwear for up to \$200 for full-time employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the full time employee. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. An individual may select an approved style that is more expensive than the City maximum by paying the difference.
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SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP)
IFPTE LOCAL 21

Classification Review

The City agrees that during the term of this agreement it will review the following classifications subject to the Human Resources Department determining that the following classifications meet the criteria for a salary or compensation review: Equipment Maintenance Supervisor, Electrical Maintenance Superintendent, Parks Facilities Supervisor, and that its review may include, but not be limited to, classification structure and/or compensation.

Following this review, the City agrees to meet with AMSP to discuss the results of this review. *This meeting shall not be considered meeting and conferring and the agreement to hold this meeting shall not be construed as an agreement to change anything related to classification structure and applicable benefits for classifications represented by AMSP.*

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, any agreement reached between the City and the Union.

FOR THE CITY:

FOR THE EMPLOYEE ORGANIZATION:

Jennifer Schembri Date
Interim Director of Employee Relations

Steve Contreras Date
President, AMSP, IFPTE Local 21

Lamoin Werlein-Jaen Date
Business Representative
IFPTE Local 21

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

AND

THE ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL (AMSP)
IFPTE, LOCAL 21

EMPLOYEE COMMUTE BENEFIT PILOT PROGRAM

The City and the Association of Maintenance Supervisory Personnel (AMSP), IFPTE, Local 21 ("Union") agree to an Employee Commute Benefit Pilot Program ("Pilot Program").

The Pilot Program shall be as follows:

- Full-time, and part-time employees who worked an average of twenty (20) or more hours per week within the previous calendar month, shall be eligible to participate in the Pilot Program. Seasonal workers and Airport employees are not eligible to participate in the Pilot Program; the Airport provides its own separate employee commute program.
- Participation in the Santa Clara Valley Transit Authority ("VTA") Eco Pass Program will be available to eligible employees, subject to the terms of the Pilot Program, effective October 1, 2014, through December 31, 2015. The distribution of the Eco Pass cards shall start at the beginning of October, 2014.
- Pursuant to the Pilot Program, eligible employees shall be allowed to use pre-tax dollars ("Pre-Tax Payroll Deduction Program") to pay for transit service beyond those provided by VTA. The administrative fees of the Pre-Tax Payroll Deduction Program will be paid for by the City during the term of the Pilot Program.
 - The Pre-Tax Payroll Deduction Program shall enable employees to use pre-tax dollars to pay for non-VTA transit services, which may include, but are not limited to, Caltrain, the Hwy 17 Express Bus, and BART.
 - The Pre-Tax Payroll Deduction Program shall be effective January 1, 2015, through December 31, 2015, pending City Council approval of the contract for a Flexible Spending Account.
- This agreement satisfies the *Sustainable Transportation Incentive Side Letter Agreement* reached between the City and Union dated June 25, 2013.
- It is understood by all parties that the Pilot Program has a term of October 1, 2014, through December 31, 2015.

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CITY PROPOSAL – RETIREE HEALTHCARE

Proposed Language:

ARTICLE 12 RETIREE HEALTHCARE FUNDING AND BENEFITS

- 12.1 Employees may be eligible to receive retiree healthcare benefits, in accordance with the San Jose Municipal Code.
- 12.2 The City and the Employee Organization have agreed to transition from the current partial pre-funding of retiree medical and dental healthcare benefits (referred to as the "policy method") to pre-funding of the full Annual Required Contribution (ARC) for the retiree healthcare plan ("Plan"). The transition began on June 28, 2009. The Plan's initial unfunded retiree healthcare liability shall be fully amortized over a thirty year period so that it shall be paid by June 30, 2039 (closed amortization). Amortization of changes in the unfunded retiree healthcare liability other than the initial retiree healthcare liability (e.g. gains, losses, changes in actuarial assumptions, etc.) shall be determined by the Plan's actuary. The City and Plan members (active employees) shall contribute to funding the ARC in the ratio currently provided under Section 3.28.385 of the San Jose Municipal Code. Specifically, contributions for retiree medical benefits shall be made by the City and members in the ratio of one-to-one. Contributions for retiree dental benefits shall be made by the City and members in the ratio of eight-to-three. When determining the contribution rates for the Plan, the Plan actuary shall continue to use the Entry Age Normal (EAN) actuarial cost method and a discount rate consistent with the pre-funding policy for the Plan as outlined in this section.
- 12.3 The City and the Employee Organization further agree that the Municipal Code and/or applicable plan documents shall be amended to the extent necessary in accordance with this agreement and that the Employee Organization will support such amendments.
- 12.4 It is understood that in reaching this agreement, the parties have been informed by cost estimates prepared by the Federated City Employees' Retirement System Board's actuary and that the actual contribution rates to reach full pre-funding of retiree healthcare will differ. The phase-in to the ARC shall be effective on the first pay period of the City's fiscal year in each succeeding year, the first increment which was effective on June 28, 2009. It is understood that because of changes resulting from future actuarial valuations, the amount of the ARC may vary upward or downward. The City and Employee Organization agree that the Plan member cash contribution rate shall not have an incremental increase of more than .75% of pensionable pay in each fiscal year and the City cash contribution rate shall not have an incremental increase of more than .75% of pensionable pay in each fiscal year. For example, if the members' contribution rate is 4% of pensionable pay, the subsequent fiscal year's contribution rate for

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~~retiree healthcare cannot exceed 4.75% of pensionable pay; retiree healthcare contribution rates as of June 20, 2015 will remain in effect until December 19, 2015. Notwithstanding the limitations on the incremental increases, t~~The City and plan members shall be contributing the contribution rate based upon the full Annual Required Contribution, beginning on ~~June 21, 2015~~ December 20, 2015. In subsequent fiscal years, the City and the Plan members shall be contributing the full Annual Required Contribution in the ratio currently provided under Section 3.28.385 of the San Jose Municipal Code.

This agreement is considered tentative and shall not be considered final or binding until ratified by the membership and approved by the City Council. This document sets forth the full agreements of the parties reached during these negotiations. Anything not included in this document is not part of the Tentative Agreement. The provisions set forth above shall be incorporated in any successor Memorandum of Agreement.

FOR THE CITY:

Jennifer Schembri 5/1/15
Jennifer Schembri Date
Interim Director of Employee Relations

Cheryl Parkman 5/1/15
Cheryl Parkman Date
Executive Analyst
Office of Employee Relations

FOR THE UNION:

Steve Contreras 4-30-15
Steve Contreras Date
President
AMSP, IFPTE Local 21

Lamoin Werleln-Jaen 4/30/15
Lamoin Werleln-Jaen Date
Senior Staff
IFPTE, Local 21